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13 TICKETMASTER L.L.C.

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 TICKETMASTER L.L.C., a Virginia
17 limited liability company,

18 Plaintiff,

19 vs.

20 RMG TECHNOLOGIES, INC., a
21 Delaware corporation, and DOES 1
22 through 10, inclusive,

23 Defendants.

Case No. CJ 07-2534 ABC(JWJx)

Hon. Jeffrey W. Johnson

**JOINT STATEMENT REGARDING
PLAINTIFF'S MOTION FOR
PROTECTIVE ORDER;
DECLARATIONS OF KEVIN
MCLAIN, RAAQIM KNIGHT,
CIPRIANO GARIBAY, AND DAVID
TARLOW**

Hearing Date: April 17, 2008

Hearing Time: 2:00 p.m.

Location: Courtroom C, 8th Fl,
Spring St.

Pre-Trial Conf.: September 15, 2008

Trial Date: October 1, 2008

Discovery Cut-Off: May 23, 2008

JOINT DISCOVERY STIPULATION

This Joint Stipulation is submitted by the undersigned parties pursuant to Local Rules 37-2 and 37-2.1 in connection with the motion by plaintiff Ticketmaster L.L.C. for a protective order. In accordance with Local Rule 37-1, the parties have met and conferred to resolve this dispute but were unable to do so.

I. INTRODUCTORY STATEMENTS

A. Plaintiff Ticketmaster's Introductory Statement.

Plaintiff Ticketmaster L.L.C. ("Ticketmaster") seeks a protective order to restrict the disclosure of information and documents containing trade secrets, proprietary, confidential commercial or business information, or other confidential or private information within the scope of Rule 26(c) of the Federal Rule of Civil Procedure ("FRCP"). Defendant RMG Technologies Inc. ("RMG") has declined to enter into any protective order on any terms, delaying production of needed documents and requiring Ticketmaster to bring this motion.

1. Background.

Ticketmaster distributes tickets for live entertainment events to the public on behalf of venues, promoters, entertainers and sports franchises through, among other means, its "www.ticketmaster.com" website. Ticketmaster alleges that RMG has marketed and sold an application that enables its customers to use automated devices to navigate through and bypass Ticketmaster's website security to procure large quantities of tickets in violation of the Ticketmaster website's terms of use. Ticketmaster has also alleged that RMG marketed and sold applications that enable RMG's customers using automated devices to conceal such use from Ticketmaster.

2. RMG's Discovery.

RMG has propounded discovery requests that seek, among other things, information and documents relating to Ticketmaster's security efforts to prevent and restrict the unauthorized use of its site – including efforts to deter the

1 use of automated devices – confidential communications and agreements with
2 Ticketmaster’s clients, confidential and sensitive financial information, and
3 proprietary information regarding Ticketmaster’s various copyrights.

4 **3. Ticketmaster’s Proposed Protective Order.**

5 In an effort to facilitate discovery, Ticketmaster proposed a joint
6 stipulated protective order that would restrict the disclosure and use of confidential
7 documents and information. (Declaration of Raaqim Knight (“Knight Decl.”), Ex.
8 2.) The proposed protective order contains two levels of protection: “Confidential”
9 and “Sensitive Confidential,” the primary difference being that the latter category
10 would allow opposing counsel, but not the opposing party itself, to view designated
11 documents and information. A two-level protective order that includes a category
12 with heightened confidentiality protections is appropriate because, not only is some
13 of the material at issue, such as website code, highly sensitive and clearly within the
14 definition of a trade secret, but the whole reason for this lawsuit is that RMG has
15 illegally infiltrated Ticketmaster’s website. Thus, Ticketmaster is justifiably
16 concerned about restricting access by RMG to certain information that could be
17 misused by RMG.

18 **4. RMG’s Refusal To Agree To Any Protective Order.**

19 RMG has categorically refused to stipulate to any protective order.
20 RMG’s intransigence on this point is particularly puzzling, considering that RMG
21 itself has objected to discovery requests from Ticketmaster on the grounds that the
22 information and documents requested are allegedly confidential. Thus, RMG as
23 well as Ticketmaster would benefit from entry of a protective order.

24 Entry of a protective order in this case is appropriate under
25 FRCP 26(c)(1). Not only is the material for which Ticketmaster is seeking
26 protection confidential under California law, but the disclosure of this material
27 without a protective order in place would be harmful to Ticketmaster. Moreover,
28 RMG has no legitimate need for Ticketmaster’s confidential material other than for

1 the purpose of this litigation; thus restricting the use and disclosure of confidential
2 information in this lawsuit would not prejudice RMG in any way.

3 Therefore, Ticketmaster moves for entry of a protective order, and to
4 that end has submitted a proposed protective order concurrently with this motion.
5 This Court has already entered a stipulated protective order in a related action—
6 *Ticketmaster L.L.C. v. Designer Tickets & Tours, Inc.*, No. CV 07-1092 ABC
7 (JCx)—that is almost identical to the protective order proposed here by
8 Ticketmaster.

9 **B. Defendant RMG's Introductory Statement**

10 RMG is a small company of five (5) employees based out of
11 Pittsburgh, Pennsylvania. RMG has created, marketed, sold and provided technical
12 support a product called a Ticket Broker Acquisition Tool ("TBAT"). All other
13 products sold by RMG are simply support for TBAT.

14 The TBAT browser was created to purchase tickets on a variety of
15 websites, including, but not limited to tickets.com, evenue.net, ticketmaster.com,
16 FIFA soccer ticket websites and websites run by specific venues which do not sell
17 tickets through Ticketmaster. RMG denies the allegations in this case that TBAT is
18 capable of operating faster than a human. Moreover, RMG denies that TBAT is an
19 automated device that solves the CAPTCHA screen on ticketmaster.com. TBAT
20 requires human typists working in India and Nepal to solve the CAPTCHA screen.

21 On October 15, 2007, a preliminary injunction was issued against
22 RMG. Shortly thereafter, Ticketmaster brought an ex parte application against
23 RMG, requesting RMG's most confidential of information, including, but not
24 limited to the source code for TBAT. RMG, specifically stated that RMG would be
25 amenable to turning this information over to the attorneys for Ticketmaster, so long
26 as a protective order was stipulated to or ordered, preventing Ticketmaster's own
27 employees from having access to RMG's confidential information, because RMG
28 feared that said information would be disseminated to the public. RMG also feared

1 that Ticketmaster was attempting to purchase businesses that operate in the
2 secondary market, and would use TBAT's source code for its own purposes. In
3 January, RMG's fear was realized when Ticketmaster acquired TicketsNow.com,
4 and became the second largest player in the secondary market.

5 Ticketmaster refused to enter into a protective order. They claimed
6 that if RMG's confidential information was only reviewed by independent parties,
7 it would take weeks to determine what the information meant, while its employees
8 would be able to analyze the information much quicker.

9 On November 9, 2007, the court granted the ex parte application, and
10 did not grant a protective order. It merely required that RMG's materials may be
11 disclosed only to Ticketmaster's information technology and legal personnel, and
12 outside legal staff, experts and consultants for litigation purposes and to maintain
13 the security of Ticketmaster's website. RMG turned over the court ordered
14 documents to Ticketmaster, and Ticketmaster has access to RMG's most
15 confidential and proprietary of information, including the source code for TBAT.

16 Now Ticketmaster would like to enter into a stipulated protective order
17 whereby, they propose to designate information as sensitive confidential
18 information, which means that said designated information would not be permitted
19 to be viewed by the opposing party. Ticketmaster's proposed protective order will
20 not protect RMG's confidential information because Ticketmaster has already been
21 given unfettered access to RMG's source code. Under Ticketmaster's proposed
22 protective order, RMG's employees would not have access to critical information
23 needed to defend RMG. RMG is a small company that can not afford to hire a third
24 party expert to review Ticketmaster's technical information, because Ticketmaster
25 is such a large company, hosting a very popular website, where the source code and
26 technical data is likely to be very extensive and voluminous. Thus, the only way
27 RMG can feasibly defend itself is by having access to all of Ticketmaster's
28 allegedly confidential data for full review, which it believes would be much more

1 efficient than any outside expert or consultant.

2 Further it is inherently unfair that Ticketmaster now seeks greater
3 protection for its own technical information than it was willing to allow for RMG.
4 This is justified by Ticketmaster by claiming that RMG would be able to use said
5 information to further infringe upon Ticketmaster -- a claim that has not been
6 proven.

7 Since, a small company like RMG can not afford to pay an outside
8 expert for all of the man hours it would take to analyze Ticketmaster's allegedly
9 "sensitive confidential" information for the purpose of properly defending itself and
10 disproving Ticketmaster's allegations against it, RMG does not agree to
11 Ticketmaster's proposed protective order.

12 RMG however, is willing to enter into a protective order on the same
13 terms as that of the court's November 9, 2007 order. Thus all documents marked as
14 "confidential" by either party may be disclosed only to the opposing party's
15 information technology personnel, outside legal counsel, staff, experts and
16 consultants, and will be solely used for litigation purposes.

17 **II. STATEMENTS OF RELEVANT FACTS AND LAW**

18 **A. Plaintiff Ticketmaster's Statement of Relevant Facts and Law**

19 The gravamen of Ticketmaster's First Amended Complaint is that
20 RMG has designed, manufactured and distributed automated devices and related
21 applications that enable RMG's customers to bypass security measures on
22 Ticketmaster's website and purchase large quantities of tickets, in violation of the
23 Ticketmaster website's terms of use, and to the detriment of legitimate consumers
24 who are deprived, due to the use of these devices, of the opportunity to procure
25 such tickets through Ticketmaster. Ticketmaster asserts claims against RMG under
26 the Digital Millennium Copyright Act (17 U.S.C. § 1201), the Computer Fraud and
27 Abuse Act (18 U.S.C. § 1030), and California Penal Code section 502.
28

1 Ticketmaster also asserts claims for intentional interference with contractual
2 relations, inducing breach of contract, civil RICO conspiracy, copyright
3 infringement and fraud.

4 Each party has propounded discovery requests, and each party has
5 objected to discovery requests based on confidentiality concerns. Therefore,
6 Ticketmaster drafted and sent to RMG a proposed stipulated protective order.
7 (Knight Decl. ¶¶ 3 & 4.) Ticketmaster sent an initial draft of the proposed order on
8 January 25, 2008, and then, on February 4, 2008, sent a superseding draft that
9 contained minor revisions. (*Id.*, Exs. 2 & 3.)

10 The proposed protective order contemplates two levels of protection:
11 Confidential Information and Sensitive Confidential Information. (*Id.*, Ex. 1.) The
12 stricter of the two, Sensitive Confidential Information, is reserved for information,
13 which if disclosed, would be “inherently harmful to the Designating Party’s
14 business.” Under the proposed protective order, Sensitive Confidential Information
15 could be disclosed to the opposing party’s counsel, experts, the Court and its
16 personnel, professional vendors in the litigation and witnesses under certain
17 circumstances, but not to opposing party itself. Confidential Information, by
18 contrast, could be disclosed to parties as well as to the other persons described
19 above. (*Id.*, Ex. 1.)

20 Despite more than a month to review and comment on the proposed
21 protective order, RMG provided no response at all. Then, during the mandatory
22 meeting of counsel on March 5, 2008, RMG categorically rejected the notion of a
23 protective order, explaining simply that the principals of RMG do not wish to
24 cooperate with Ticketmaster. (Knight Decl. ¶ 5.) During this meeting,
25 Ticketmaster explained why a protective order was necessary, but the parties were
26 still unable to reach a compromise. (*Id.*)

1 **1. A Protective Order is Warranted Under FRCP 26(c)(1).**

2 The FRCP allows a party to move for a protective order to prevent
3 disclosure of trade secrets or to impose restrictions on such disclosure.
4 FRCP 26(c)(1) provides in pertinent part:

5
6 A party or any person from whom discovery is sought
7 may move for a protective order ***:

8 (E) designating the persons who may be present while the
9 discovery is conducted;

10
11 (F) requiring that a deposition be sealed and opened only
12 on court order; and

13 (G) requiring that a trade secret or other confidential
14 research, development, or commercial information not be
15 revealed or be revealed only in a specified way¹

16 To obtain protection under FRCP 26(c)(1)(G), Ticketmaster must
17 show that the information for which it seeks protection is confidential under
18 California law, and that unrestricted disclosure of such information may harm
19 Ticketmaster. *American Standard, Inc. v. Pfizer, Inc.*, 828 F.2d 734, 740 (Fed. Cir.
20 1987). If Ticketmaster meets this initial burden, RMG must then establish that
21 disclosure (or the manner of disclosure) of Ticketmaster's confidential information
22 is both relevant *and* necessary to its case. *American Standard*, 828 F.2d at 741;
23 *Hartley Pen Co. v. United States Dist. Court for the S. Dist. of California*, 287 F.2d
24 324, 331 (9th Cir. 1961). For example, a party seeking discovery of confidential
25

26 ¹ While subsection G of FRCP 26(c)(1) is the primary basis for seeking a
27 protective order, Ticketmaster also seeks protection under subsection E
28 (“designating the persons who may be present while the discovery is conducted”) and F (“requiring that a deposition be sealed and opened only on court order”).

1 sales information must establish that the information is reasonably necessary for a
 2 fair opportunity to develop and prepare the case for trial. *American Standard*, 828
 3 F.2d at 743.

4 If RMG meets its burden of establishing relevance and need for the
 5 discovery, the Court must then weigh the injury that disclosure might cause to the
 6 disclosing party against the other party's need for the information. *In re Remington*
 7 *Arms Co.*, 952 F.2d 1029, 1032 (8th Cir. 1991); *Brown Bag Software v. Symantec*
 8 *Corp.*, 960 F.2d 1465, 1470 (9th Cir. 1992) (protective order entered to preclude the
 9 defendant's in-house counsel from viewing the defendant's computer source codes,
 10 development plans, and beta test information because of in-house counsel's non-
 11 legal responsibilities as an employee of the plaintiff).

12 **2. Ticketmaster's Confidential Material Constitutes a Trade** 13 **Secret Under California Law.**

14 A "trade secret" is defined in California as:

15 [I]nformation, including a formula, pattern, compilation,
 16 program, device, method, technique, or process that:

- 17 (1) Derives independent economic value, actual
 18 or potential from not being generally known
 19 to the public or to other persons who can
 20 obtain economic value from its disclosure or
 21 use; and
- 22 (2) Is the subject of efforts that are reasonable
 23 under the circumstances to maintain its
 24 secrecy.

25 Cal. Civ. Code § 3426.1(d).

26 RMG seeks information that includes, among other things,
 27 Ticketmaster's website security technologies, copyrighted website material,
 28 confidential business correspondence and agreements with clients, proprietary

1 information regarding Ticketmaster's rate setting and internal business decisions,
 2 and financial records. "Confidential business information has long been recognized
 3 as property." *Remington*, 952 F.2d at 1032 (quoting *Carpenter v. United States*,
 4 484 U.S. 19, 26 (1987)). These materials fall meet the definition of "trade secret"
 5 under California law, because the information is not generally known, is subject to
 6 reasonable efforts to maintain its secrecy, and RMG would obtain economic value
 7 from the disclosure and use of such information. Indeed, the whole reason for this
 8 lawsuit is that RMG has developed a product that illegally infiltrates Ticketmaster's
 9 website.

10 Reasonable efforts to keep trade secrets and other confidential
 11 information secret include limiting access to the information on a "need to know
 12 basis," requiring those having access to such materials to sign confidentiality
 13 agreements, and keeping secret documents under lock. *Religions Technology*
 14 *Center*, 923 F. Supp. at 1253-54; *Lee Shuknecht & Sons, Inc. v. P. Vigneri & Sons,*
 15 *Inc.*, 927 F. Supp. 610, 611 (W.D.N.Y. 1996) (steps to preserve confidentiality of
 16 onion harvester containing trade secrets included maintaining the harvester in a
 17 locked building with the windows boarded over to prevent observation). The mere
 18 signing of a confidentiality agreement and agreeing not to use the material for
 19 anyone else, with nothing more, is sufficient to prove that the material is the subject
 20 of efforts to maintain its secrecy. *See Am. Standard*, 828 F. Supp. at 740.

21 Ticketmaster maintains its confidential material under "lock and key"
 22 or on securely password protected computers. (Declaration of Kevin McLain
 23 ("McLain Decl.") ¶ 3.) Access to this material is restricted to employees and
 24 outside counsel on a need to know basis, subject to strict confidentiality
 25 agreements. (*Id.* ¶ 4.) All employees must sign an agreement stating that, upon
 26 termination of their employment, the employee shall maintain all of Ticketmaster's
 27 proprietary information and documents in confidence and not to use or disclose
 28 such information outside the scope of the employment with Ticketmaster. (*Id.*)

1 Further, many of Ticketmaster's contracts with clients and other third parties
2 require Ticketmaster to maintain the contract and related information confidential.
3 (*Id.* ¶ 5.) In short, Ticketmaster has taken all steps necessary to maintain the
4 material in question as confidential, such that the material qualifies as a trade secret
5 under California law. *Religions Technology Center*, 923 F. Supp. at 1253-54.

6 Ticketmaster's confidential material also has economic value, meaning
7 that it has sufficient value in Ticketmaster's operation that it provides actual or
8 potential advantage over others who do not possess the information. *See Religions*
9 *Technology Center*, 923 F. Supp. at 1253. This material includes financial
10 information, website security technologies, copyrighted website material and
11 confidential business correspondence and agreements with clients and customers.
12 This type of information would have economic value to Ticketmaster's competitors,
13 as well as any software developers who, like RMG, seeks to develop applications
14 that are designed to infiltrate Ticketmasters' website, and to any ticket broker who
15 may seek to exploit such technology to improperly procure large quantities of
16 tickets.

17 In sum, Ticketmaster's confidential material has substantial economic
18 value and is maintained in complete secrecy, thus constituting a trade secret within
19 the scope of FRCP 26(c)(1)(G).

20 In any event, Further, FRCP 26(c)(1)(G) "does not limit its reach to
21 'trade secrets,' but also allows for protection of 'confidential [] information.'" *See*
22 *Nutratech, Inc. v. Syntech (SSPF) Intern., Inc.*, 242 F.R.D. 552, 555 (C.D. Cal.
23 2007). Thus, to the extent, if any, that Ticketmaster's confidential material does not
24 qualify as a trade secret, this material would still be entitled to protection as
25 "confidential research, development, or commercial information" within FRCP
26 26(c)(1)(G).

1 **3. Heightened Protection for Sensitive Confidential**
2 **Information Is Appropriate.**

3 It is well-established that, under certain circumstances, information
4 can be entitled to a heightened level of protection (often referred to as an attorneys-
5 eyes-only level of protection). William W. Schwarzer, A. Wallace Tashima &
6 James M. Wagstaffe, *California Practice Guide, Federal Civil Procedure Before*
7 *Trial*, ch. 11(III)-C, ¶ 11:1115, at 11-119 (2007) (citing *Safe Flight Instrument*
8 *Corp. v. Sundstrand Data Control Inc.* (D.Del. 1988) 682 F.Supp. 20, 22.)

9 Such heightened protection is appropriate here. Ticketmaster's
10 website is one of the most-visited sites on the web; thus, code and other information
11 regarding the operation of the website is extremely valuable. (McLain Decl. ¶ 6.)
12 Indeed, the genesis of this lawsuit is that RMG developed and marketed a product
13 that enables its customers to bypass the steps that legitimate consumers must go
14 through to purchase tickets through the website.

15 Among the materials requested by RMG in discovery is sensitive
16 computer code and other technology secrets that RMG might be tempted to use, to
17 the detriment of Ticketmaster. Information and documents relating to
18 Ticketmaster's security efforts to prevent and restrict the unauthorized use of its site
19 are similarly subject to a high risk of misuse by RMG. The proprietary information
20 regarding Ticketmaster's various copyrights that would be encompassed by RMG's
21 requests is another example of information for which heightened protection is
22 necessary. Indeed, considering the past conduct of RMG that is at issue in this
23 lawsuit, there is a good reason to believe that RMG would misuse such information
24 if allowed access to the information.

25 Therefore, there is good cause for entry of a two-tiered protective order
26 that would enable Ticketmaster to designate certain information as Sensitive
27 Confidential, and thus restrict RMG itself from access to the information.

1 **4. Disclosure of Ticketmaster's Confidential Material Outside**
 2 **the Scope of the Proposed Protective Order Would Harm**
 3 **Ticketmaster.**

4 Ticketmaster would be harmed if its confidential material were
 5 disclosed to persons and under circumstances outside the scope of the proposed
 6 protective order. For example, Ticketmaster takes extraordinary measures in an
 7 attempt to prevent misuse of its website through, among other means, illegal
 8 automated devices. (McLain Decl. ¶ 7.) Abuse of the website causes loss of
 9 goodwill and jeopardizes Ticketmaster's longstanding business contracts with
 10 various venues, artists and clients. (*Id.*)

11 If Ticketmaster's confidential information were disclosed outside the
 12 scope of the proposed protective order, other software developers, brokers and/or
 13 RMG itself might use such material in an effort to illegally circumvent
 14 Ticketmaster's security measures and abuse the website. (*Id.* ¶ 8.) This not only
 15 harms Ticketmaster, but it also harms legitimate consumers who are deprived of the
 16 opportunity to compete on a level playing field for the purchase of tickets. In
 17 addition, disclosure of sensitive financial and business information, such as
 18 confidential communications and agreements with clients, could cause competitive
 19 harm to Ticketmaster. Further, unrestricted disclosure of proprietary information
 20 relating to Ticketmaster's website-related copyrights could harm Ticketmaster.
 21 Software developers, ticket brokers or RMG itself could use this information to
 22 devise new and improved methods to improperly access Ticketmaster's website and
 23 enhance their operations at Ticketmaster's expense. (*Id.*)

24 **5. The Balance of Hardships Tips in Ticketmaster's Favor.**

25 RMG has no need to disclose or use Ticketmaster's confidential
 26 material outside the context of this litigation. Nevertheless, RMG still refuses to
 27 stipulate to a protective order.

28 Ticketmaster would be hurt, both financially and competitively, if its
 confidential information were disclosed outside the context of this litigation, or if

1 its highly confidential information were disclosed to RMG itself. RMG might use
 2 such material in an effort to illegally circumvent Ticketmaster's security measures
 3 and abuse the website or to devise new and improved methods to improperly access
 4 Ticketmaster's website and enhance their operations at Ticketmaster's expense.

5 Thus, Ticketmaster's disclosure of Confidential Materials to
 6 Defendant should be protected in the manner contemplated in Ticketmaster's
 7 version of the protective order.

8 **B. Defendant RMG's Statement of Facts and Law**

9 "The law of the case doctrine is a judicial invention designed to aid in
 10 the efficient operation of court affairs. Under the doctrine, a court is generally
 11 precluded from reconsidering an issue previously decided by the same court, or a
 12 higher court in the identical case." *U.S. v. Lummi Indian Tribe*, (2000) 235 F.3d
 13 443.

14 In this matter, the Court has already refused to issue a protective order
 15 to protect a RMG's "confidential" information, instead ordering that any
 16 information which is turned over and deemed "confidential" can only be used by
 17 Ticketmaster for litigation purposes, and may only be disclosed to the
 18 Ticketmaster's information technology and legal personnel and outside legal
 19 counsel, staff, experts, and consultants for litigation purposes.

20 It is respectfully submitted that the order of the court should be
 21 deemed law of the case. RMG is amenable to a protective order in this matter
 22 which allows information which is turned over and marked "confidential" only be
 23 used by the opposing party for litigation purposes, and may only be disclosed to the
 24 opposing party's information technology and legal personnel and outside legal
 25 counsel, staff, experts, and consultants for litigation purposes.

26 Moreover, if Ticketmaster obtains the two-tiered protective order that
 27 it wishes, then RMG will be put in a position whereby it cannot defend itself
 28

1 against Ticketmaster's claims because it does not have the resources to hire an
2 outside expert to analyze the large amount of data that will most likely be provided.

3 **III. CONCLUSIONS**

4 **A. Plaintiff Ticketmaster's Conclusion**

5 A two-tier protective order proposed by Ticketmaster is warranted
6 because of the highly confidential nature of information that has been requested by
7 RMG. Ticketmaster respectfully asks this Court to adopt Ticketmaster's proposed
8 protective order which allows for the good faith designation of confidential material
9 as "Confidential Information" or "Sensitive Confidential Material." The disclosure
10 of "Confidential Information" should be limited to parties, counsel, witnesses,
11 experts, Court personnel, and professional vendors to this litigation. The
12 designation of "Sensitive Confidential Information" should additionally restrict
13 parties' and witnesses' access, under certain circumstances, to this information. A
14 proposed protective order is attached to the Knight Decl. as Exhibit 1.

15 **B. Defendant RMG's Conclusion**

16 RMG is amenable to a protective order in this matter which allows
17 information which is turned over and marked "confidential" only be used by the
18 opposing party for litigation purposes, and may only be disclosed to the party's
19 information technology and legal personnel and outside legal counsel, staff, experts,
20 and consultants for litigation purposes.
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Dated: March 20, 2008

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